

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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MICHAEL BUCKLEY and ANTON DRANGULA,

Plaintiff,

-against-

THE RESOURCE TRAINING CENTER, INC. et al.,

Defendants.
----- X

**CONFIDENTIALITY
STIPULATION AND ORDER**

21 CV 0450 (FB) (TAM)

WHEREAS, the parties intend to produce certain documents and authorizations for other documents that they deem to be confidential or otherwise inappropriate for public disclosure; and

WHEREAS, the parties will only produce these documents and authorizations if appropriate protection for their confidentiality is assured; and

WHEREAS, good cause exists for the entry of an Order pursuant to Rule 26(c) of the Federal Rules of Civil Procedure;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the attorneys for the parties, as follows:

1. As used herein, "Confidential Materials" shall mean all of plaintiffs' medical records, except that such documents shall not be deemed "Confidential Materials" to the extent, and only to the extent, that they are (a) obtained by defendants from sources other than the authorizations, or (b) are otherwise publicly available.

2. Furthermore, as used herein, "Confidential Materials" shall also mean personal identifying information for any of Defendants' current and former employees (including

but not limited to their telephone numbers, addresses, dates of birth, and social security numbers); information related to any and all medical and/or substance abuse treatment of Defendants' current and former employees; and any information as it relates to current or past treating clients of Defendants facilities; except that such documents shall not be deemed "Confidential Materials" to the extent, and only to the extent, that they are (a) obtained by plaintiffs from sources other than the authorizations, or (b) are otherwise publicly available.

3. Opposing counsel shall not use the Confidential Materials for any purpose other than for the preparation or presentation of their cases in this action.

4. Opposing counsel shall not disclose the Confidential Materials to any person not a member of the staff of their law office, except under the following conditions:

a. Disclosure may be made only if necessary to the preparation or presentation of their cases in this action.

b. Disclosure before trial may be made only to the parties, to an expert or investigator who has been retained or specially employed by in this action in anticipation of litigation or preparation for this action, to a witness at deposition, or to the Court.

c. Before any disclosure is made to a person listed in subparagraph (b) above (other than to the Court), the attorney shall provide each such person with a copy of this Stipulation and Protective Order, and such person shall consent in writing, in the form annexed hereto as Exhibit A, not to use the Confidential Materials for any purpose other than in connection with this case and not to further disclose the Confidential Materials except in testimony taken in this case. The signed consent shall be retained by the

attorney and a copy shall be furnished to plaintiffs' attorney upon her request.

4. Deposition testimony concerning any Confidential Materials that reveals the contents of such materials shall be deemed confidential, and the transcript of such testimony, together with any exhibits referred to therein, shall be separately bound, with a cover page prominently marked "CONFIDENTIAL." Such portion of the transcript shall be deemed to be Confidential Materials within the meaning of this Stipulation and Protective Order.

5. The parties agree that, if any papers that incorporate Confidential Materials or reveal the contents thereof, are to be filed with the Court, the parties shall make a joint application to the Court for permission to file those papers under seal. If the Court grants permission for filing under seal, the filing shall be delivered to the Court enclosed in a sealed envelope bearing the caption of this action, an indication of the nature of the contents, and the following legend:

CONFIDENTIAL

This envelope contains documents or information designated confidential pursuant to an order entered by the United States District Court for the Eastern District of New York in the above-captioned action. This envelope shall not be opened or unsealed without the express direction of a judge of this Court, and its contents shall not be displayed or revealed except as the Court may order. This envelope and its contents shall at all times be maintained separate and apart from the publicly available files of this case.

6. This Protective Order will survive the termination of the litigation and will continue to be binding upon all persons to whom "Confidential Materials" are produced or disclosed. All documents or information that have been deemed confidential pursuant to this

Order, including all copies and non-conforming copies thereof, shall remain confidential for all time. Once this case has been resolved, including all appeals, the confidential documents, including all copies and non-conforming copies thereof, shall not be used by the parties for any purpose.

7. This stipulation shall be binding upon the parties immediately upon signature, and shall be submitted to the Court for entry as an Order.

~~November~~
Dated: ~~October 11~~, 2021
New York, New York

<p>ROSE M. WEBER 30 Vesey Street, Suite 1801 New York, New York 10007 (917) 415-5363</p> <p>By: <u>Rose M. Weber</u> Rose M. Weber (RW 0515) Attorney for Plaintiff</p>	<p>L&D Law P.C. 11 Broadway, Suite 615 New York, New York 10004 (212)</p> <p>By: <u>Paul Liggieri</u> Paul Liggieri (PL _____) Attorneys for Defendants</p>

SO ORDERED:

Taryn A. Merkel

DATE: November 15, 2021

EXHIBIT A

The undersigned hereby acknowledges that s/he has read the Confidentiality Stipulation and Order entered in the United States District Court for the Eastern District of New York in the action entitled *Michael Buckley & Anton Drangula v. The Resource Training Center, Inc., et al.*, 21 CV 0450 (FB)(TAM), and understands the terms thereof. The undersigned agrees not to use the Confidential Materials defined therein for any purpose other than in connection with this case, and will not further disclose the Confidential Materials except in testimony taken in this case.

Date

Signature

Print Name

Occupation